

A. G. Contract No. KR98 2331TRN
ECS File No. JPA 98-182
TRACS No: *P5298 07P*
Project: US-93 Hoover Dam Pedestrian Study

PR090-99-101
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF NEVADA

THIS AGREEMENT is entered into 7 APR 11, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("Arizona")
and the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION
("Nevada").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this
agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved
to enter into this agreement and has delegated to the undersigned the authority to execute this
agreement on behalf of Arizona.

2. Nevada is empowered by Nevada Revised Statutes Section 277.180 to enter into this
agreement and has delegated to the undersigned the authority to execute this agreement on behalf of
Nevada.

3. Arizona and Nevada desire to jointly participate in selecting and hiring a consultant to conduct
a US-93 Hoover Dam Pedestrian study, at a total estimated cost of \$30,000 00, hereinafter referred to as
the Project

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 23/25
Filed with the Secretary of State
Date Filed: 04/07/99

Patsy Bayless
Secretary of State

By *Nicky V. Greenwood*

II. SCOPE

1. Nevada will:

a. Advertise for, and with the concurrence of Arizona, select and hire a professional transportation planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all applicable procurement laws, rules and procedures.

b. Provide Arizona timely copies of Project progress reports and submittals, and insure the incorporation of Arizona review comments. Provide Arizona a copy of the final report, and obtain Arizona's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto

c. Be responsible for fifty percent (50%) of all Project costs, in an amount currently estimated at \$15,000 00, and for any consultant claims for extra compensation attributable to Nevada.

d. No more often than monthly, invoice Arizona, on an actual cost basis, in an amount currently estimated at \$15,000 00, for the Arizona share of the project

2. Arizona will:

a. Participate with Nevada in the selection of a professional engineering transportation planning consultant to accomplish the Project

b. Review Project progress reports and submittals and provide comments to Nevada or the consultant as appropriate. Review and approve the final report prior to the final payment to the consultant.

c. Be responsible for fifty percent (50%) of all Project costs, in an amount currently estimated at \$15,000 00, and be responsible for any consultant claims for extra compensation attributable to Arizona

d. Reimburse Nevada within 30 days after receipt of invoices

III. MISCELLANEOUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto and shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time by either party upon thirty (30) days written notice to the other party, with each party responsible for its share that has been accomplished to date

2. This agreement shall become effective upon filing with the Arizona Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as regards conflicts of interest on behalf of Arizona state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year retention of records for audit are applicable to this contract

5. The parties agree that the employees assigned to perform any services under the terms of this agreement shall remain solely the employees of their respective agencies or entities and will not be entitled to any additional compensation or benefits by reason of this agreement.

6. The illegality or invalidity of any provision or portions of this agreement shall not affect the validity of the remainder of this agreement.

7. This agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

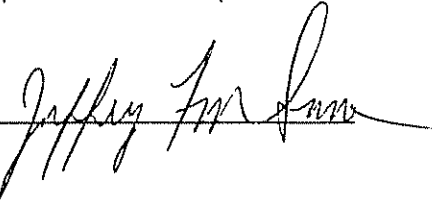
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

Nevada Department of Transportation
Traffic Engineer District 1
123 E Washington Ave PO Box 170
Las Vegas, NV 89125

12. Attached hereto and incorporated herein is the written determination of Arizona's legal counsel that Arizona is authorized under the laws of its state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

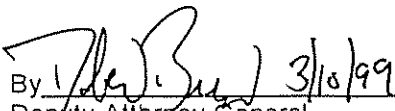
STATE OF NEVADA
Department of Transportation

By 

STATE OF ARIZONA
Department of Transportation

By 
WILLIAM J. HIGGINS
Deputy State Engineer

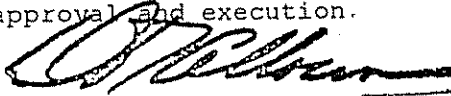
Approved as to Legality and Form

By  3/18/99
Deputy Attorney General
State of Nevada

RESOLUTION

BE IT RESOLVED on this 7th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the State of Nevada for the purpose of defining responsibilities for conducting a pedestrian study on US-93 Hoover Dam.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director



STATE OF ARIZONA

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JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2331TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 23, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/19693

Enc.